

STATE OF INDIANA) IN ALLEN COUNTY COURT
) SS:
COUNTY OF ALLEN) CAUSE NO. 02001-0709-PL-106

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
SELECT AUTOMOTIVE, INC.,)
)
Defendant.)

FILED BY
CERTIFIED OR REGISTERED MAIL
T.R.5 (F)

SEP 11 2007

**COMPLAINT FOR INJUNCTION,
CONSUMER RESTITUTION, CIVIL PENALITIES AND COSTS**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann Wehmueller, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code §24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, civil penalties, investigative costs, and other relief.

FACTS

1. Defendant Select Automotive, Inc. (hereinafter "Select Auto") is a domestic corporation with a principal place of business in Allen County located at 4707 State Road 101, Woodburn, Indiana, 46797. At all relevant times Select Auto has engaged in the retail sale of used motor vehicles.

2. Since at least December 12, 2005, Select Auto sold used motor vehicles to consumers, including but not limited to:

<u>CONSUMER</u>	<u>SALE DATE</u>	<u>VEHICLE ID</u>	<u>AMT PAID</u>
a) Vivian Davis	4/18/2007	2004 Buick Regal 2G4WB52KX41259214	\$14,733.10

b) Jeremy Drobeck	4/27/2007	2003 Dodge Grand Caravan 2D4GP54L13R140115	\$12,719.50
c) Doane Hadley	3/23/2007	2005 Chrysler T&C 1C4GP45R55B271012	\$14,505.50
d) Clayton Lightfoot	05/05/2007	2004 Cadillac Escalade 1GYEK63N24R171449	\$28,593.00
e) Eugene Prine	05/02/2007	2006 Chevrolet Aveo KL1TD666X6B679554	\$6,917.06
f) Peter Reycroft	4/26/2007	2005 GMC Denali 1GKFK66U15J189698	\$30,605.50
g) Theresa Weldon	5/23/2007	2004 Chevrolet Avalanche 3GNEC12T84G256146	\$22,842.50

3. True and accurate copies of the purchase orders for the vehicles purchased by the consumers identified in paragraph 2(a) through 2(g) are attached respectively as Exhibits A through G.

4. Select Auto accepted full payment for the vehicles from the consumers or on behalf of the consumers.

5. On May 5, 2007, the Defendant provided Vivian Davis with an affidavit permitted by Ind. Code §9-17-3-3.1 (hereinafter "21-day affidavit") in which the Defendant represented it would deliver title for the 2004 Buick to Ms. Davis on or before May 26, 2007.

6. On April 27, 2007, the Defendant provided Jeremy Drobeck with a 21-day affidavit in which the Defendant represented it would deliver title for the 2003 Dodge referenced in paragraph 2(b), to Mr. Drobeck on or before May 18, 2007.

7. On May 27, 2007, the Defendant prepared a new purchase order and 21-day affidavit for Mr. Drobeck referencing the purchase of the vehicle identified in paragraph 2(b).

8. The May 27, 2007 21-day affidavit provided by the Defendant to Drobeck stated the Defendant would deliver title for the 2003 Dodge to Jeremy Drobeck on or before June 28, 2007.

9. On March 23, 2007, the Defendant provided Doane Hadley with a 21-day affidavit in which the Defendant represented it would deliver title for the 2005 Chrysler referenced in paragraph 2(c) to Mr. Hadley on or before April 13, 2007.

10. On May 5, 2007, the Defendant provided Clayton Lightfoot with a 21-day affidavit in which the Defendant represented it would deliver title for the 2004 Chevrolet referenced in paragraph 2(d) to Mr. Lightfoot on or before May 26, 2007.

11. On June 3, 2007, the Defendant provided Eugene Prine with a 21-day affidavit in which the Defendant represented it would deliver title for the 2006 Chevrolet referenced in paragraph 2(e) to Mr. Prine on or before July 4, 2007.

12. On April 26, 2007, the Defendant provided Peter Reycroft with a 21-day affidavit in which the Defendant represented it would deliver title for the 2005 GMC referenced in paragraph 2(f) to Mr. Reycroft on or before May 17, 2007.

13. On May 23, 2007, the Defendant provided Theresa Weldon with a 21-day affidavit in which the Defendant represented it would deliver title for the 2004 Chevrolet referenced in paragraph 2(g) to Ms. Weldon on or before June 13, 2007.

14. To date, Select Auto has failed to deliver titles to the consumers listed in paragraph 2.

15. On the dates of sale and dates 21-day affidavits were issued, Select Auto knew or should have known that it could not deliver titles to the consumers identified in paragraph 2.

COUNT I
VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

16. The transactions identified in paragraph 2 are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

17. Defendant is a “supplier” as defined in Ind. Code § 24-5-0.5-2(a)(3).

18. The Defendant’s representations referenced in paragraphs 5, 6, 8, 9, 10, 11, 12, and 13, violate the Indiana Deceptive Consumer Sales Act as follows:

(a) the Defendant and/or its agents misrepresented warranty of title in violation of Ind. Code §24-5-0.5-3(a)(8);

(b) the Defendant and/or its agents misrepresented that the Defendant would deliver the consumers’ titles within a stated or reasonable period of time from the date of purchase in violation of Ind. Code §24-5-0.5-3(a)(10).

19. On the dates of sale identified in paragraph 2, Select Auto knew or should have known that they did not possess and could not deliver titles to the respective consumers. Select Auto intentionally or with reckless disregard sold vehicles and continued to sell vehicles without delivering vehicle titles to purchasers.

COUNT II
VIOLATIONS OF TITLE DELIVERY STATUTE

20. Plaintiff realleges paragraphs 1-19.

21. The Defendant’s failure to deliver title to each consumer identified in paragraph 2 violates Ind. Code §9-17-3-3.

COUNT III
INCURABLE DECEPTIVE ACTS

22. Plaintiff realleges paragraphs 1-21.

23. The Defendant intentionally sold vehicles to the consumers identified in paragraph 2, knowing it could not deliver titles as represented.

24. Defendant's representations constitute incurable deceptive acts and are actionable by the Attorney General pursuant to Ind. Code §24-5-0.5-1 *et. seq.*

IRREPARABLE INJURY

25. The misrepresentations set forth above will continue and will cause irreparable injury unless the Defendant is enjoined from engaging in further conduct in violation of Ind. Code §24-5-0.5-1 *et seq.*

RELIEF

Wherefore, Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendant as follows:

- a. A permanent injunction pursuant to Ind. Code §24-5-0.5-4(c)(1), enjoining Select Auto, its agents, representatives, employees, successors, and assigns from:
 - (1) selling motor vehicles without delivering vehicle titles as required by Ind. Code §9-17-3-3;
 - (2) misrepresenting warranty of title in violation of Ind. Code §24-5-0.5-3(a)(8); and,
 - (2) misrepresenting its ability to complete the subject of a consumer transaction within a stated or reasonable period of time in violation of Ind. Code §24-5-0.5-3(a)(10).
- b. Cancellation of contracts pursuant to Ind. Code §24-5-0.5-4(d);
- c. Consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), in the form of a court order directing the Indiana Bureau of Motor Vehicles to issue

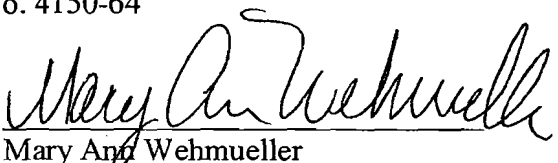
titles for the vehicles identified in paragraph 2 to the specified consumers or their lienholders;

- d. Costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- e. Civil penalties pursuant to Ind. Code §24-5-0.5-4(g) on Count I of the Plaintiff's Complaint for the Defendant's knowing violations of Ind. Code §24-5-0.5-3(a)(8); (a)(10) and Ind. Code §9-17-3-3, in the amount of \$5,000 per violation, payable to the State of Indiana;
- f. Civil penalties pursuant to Ind. Code §24-5-0.5-8 on Count III of the Plaintiff's Complaint for the Defendant's intentional violations of Ind. Code §24-5-0.5-3(a)(8); (a)(10) and Ind. Code §9-17-3-3, in the amount of \$500.00 per violation, payable to the State of Indiana; and
- g. All other proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:



Mary Ann Wehmüller
Deputy Attorney General
Atty. No. 0015251-49A
Office of the Attorney General
Indiana Government Center South
302 W. Washington St., 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3973

USED VEHICLE ORDER

Chaser Vivian Davis Phone 260-632-0043

Address 4031 Stockman Way PO Box 145 City Woodburn State IN Zip 46797

ER MY ORDER FOR ONE _____ ☐ Car ☐ Truck or _____ as follows:

SALES PRICE	\$ 13800.00	TOTAL PURCHASE PRICE	\$ 14733.50
VEHICLE & HANDLING	95.00	DEPOSIT	0.00
	828.00	USED CAR ALLOWANCE \$	0.00
TAXES	0.00	LESS LIEN \$	0.00
PLATES	10.50	HELD BY	
ORIGINAL EQUIPMENT	0.00	EQUITY	0.00
		CASH ON DELIVERY	0.00
ADDITIONAL PROTECTION	0.00		0.00
		TOTAL PAYMENT	\$ 14733.50

REMARKS

NET PURCHASE PRICE	\$	14733.50	
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DE IN RECORD

	MAKE	MODEL	BODY	COLOR	LIC. N.P.
YEAR	SERIAL NO.		TITLE NO.		STOCK NO.
	MOTOR NO.				

SOLD AS IS

I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature

SOLD WITH WARRANTY

SOLD WITH WARRANTY We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature

The information you see on the window form for this vehicle is part of this contract.

Information on the window form overrides any contrary provision in the contract of sale.

I read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The amounts in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

is to accept delivery May 5th 20 07 S.S. No. _____

r's Signature _____ Phone 260-632-0043

ISS 4031 Stockman Way PO Box 145 Woodburn, IN 46797

man Amos Accepted by Wim Ennema

1 SPECIALTIES 260-424-8894 OR 888-424-8894

DEALER'S SIGNATURE _____

STATE'S
EXHIBIT

Number No. 5198

USED VEHICLE ORDER

STATE'S
EXHIBIT

Number 11 - 2000

Dealer

Select Automotive Inc.
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

7/10 (260) 417-4235

(219) 555-1212
National
Director
Listing

Date March 23rd 20 07

Purchaser LMON VM for ANDY Doane L Hadley

Phone

Address 70 West Smoketree City Ocotillo State CA Zip 92259

ENTER MY ORDER FOR ONE ☐ Car ☒ Truck or ☐ Van as follows:

YEAR 2005	MAKE Chrysler	MODEL Town & Country	BODY Base	LIC. H.P.
ODOMETER 33494	SERIAL NO. 1C4CP45R55B271012	COLOR white	STOCK NO. P2088	

CAR SALES PRICE	\$ 13400.00	TOTAL PURCHASE PRICE	\$ 14505.50
DELIVERY & HANDLING	95.00	DEPOSIT	0.00
TAX	0.00	USED CAR ALLOWANCE \$	0.00
TITLE	0.00	LESS LIEN \$	0.00
LIC. PLATES	10.50	HELD BY	
OPTIONAL EQUIPMENT Delivery	1000.00	EQUITY	0.00
	775	CASH ON DELIVERY	0.00
GAP PROTECTION	0.00		0.00
		TOTAL PAYMENT	\$ 14505.50

REMARKS

TOTAL PURCHASE PRICE \$ 14505.50

TRADE IN RECORD

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
ODOMETER	SERIAL NO.	TITLE NO.	STOCK NO.		
	MOTOR NO.				

☐ **SOLD AS IS** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature

☒ **SOLD WITH WARRANTY** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used.
(Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The figures in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I agree to accept delivery March 23rd 20 07 S.S No

Buyer's Signature Phone

Address 70 West Smoketree Ocotillo, CA 92259

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Salesman Andy Accepted by Jim Emmons

DEALER'S SIGNATURE

aler

Select Automotive Inc.
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date May 5th 2007

Buyer Clayton S. Lightfoot/Rebecca D. Lightfoot Phone 573-888-3212

Address 1007 West Eighth City Kenneth State MO Zip 63857

ENTER MY ORDER FOR ONE ☐ Car ☐ Truck or ☒ SUV as follows:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2004	Cadillac	Escalade	Base	
MOTOR NO.		COLOR		STOCK NO.
86750		white		P2106
SALES PRICE		TOTAL PURCHASE PRICE		\$ 24276.00
DELIVERY & HANDLING		DEPOSIT		0.00
270.00		USED CAR ALLOWANCE \$		19411.00
0.00		LESS LIEN \$		23728.08
PLATES		HELD BY		
0.00		EQUITY		4317.00
ADDITIONAL EQUIPMENT		CASH ON DELIVERY		0.00
0.00		TOTAL PAYMENT		\$ 20593.08
0.00		REMARKS		
TOTAL PURCHASE PRICE		\$ 24276.00		

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
2004	Chevrolet	Avalanche	1500	RED	
MOTOR NO.		TITLE NO.		STOCK NO.	
31508		GCNEC12T84G256146		P2106A	

SOLD AS IS

I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

SOLD WITH WARRANTY

We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The sale in this order is predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

Buyer to accept delivery May 5th 2007 S.S. No. _____
Buyer's Signature Clayton S. Lightfoot Phone 573-888-3212

Address 1007 West Eighth Kenneth, MO 63857

Man Andy Miller THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER
Accepted by Kim Emmons DEALER'S SIGNATURE

Dealer

Select Automotive Inc.
4707 North State Rd. , PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date June 3rd 2007Purchaser Eugene P. Prine Prine Living Trust Phone 815-569-5019Address 831 Ohio St. City Darlington State WI Zip 53530ENTER MY ORDER FOR ONE ☒ Car ☐ Truck or _____ as follows:

YEAR <u>2006</u>	MAKE <u>Chevrolet</u>	MODEL <u>Aveo</u>	BODY <u>LS</u>	LIC. H.P.
ODOMETER <u>9678</u>	SERIAL NO. <u>KT1TD666X6B679554</u>	COLOR <u>burnt orange</u>		STOCK NO. <u>P2128</u>

CAR SALES PRICE	\$ 6426.00	TOTAL PURCHASE PRICE	\$ 6917.06
DELIVERY & HANDLING	95.00	DEPOSIT	0.00
TAX	385.56	USED CAR ALLOWANCE \$	0.00
TITLING	0.00	LESS LIEN \$	0.00
LIC. PLATES	10.50	HELD BY	
OPTIONAL EQUIPMENT	0.00	EQUITY	0.00
		CASH ON DELIVERY	0.00
GAP PROTECTION	0.00		0.00
		TOTAL PAYMENT	\$ 6917.06

REMARKS

TOTAL PURCHASE PRICE \$ 6917.06

TRADE IN RECORD

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
ODOMETER	SERIAL NO.	TITLE NO.		STOCK NO.	
	MOTOR NO.				

☐ SOLD AS IS

I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

☒ SOLD WITH WARRANTY

We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used.
(Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops
authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

Manufacturer's Warranty

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The figures in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I agree to accept delivery June 3rd 2007 S.S. No. _____Buyer's Signature Eugene P. Prine Phone 815-569-5019Address 831 Ohio St., Darlington, WI 53530

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Salesman Andy Accepted by Jim Emmons

DEALER'S SIGNATURE

aler
Select Automotive Inc.
4707 North State Rd. 10, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date April 26th 20 07
Purchaser Peter Reycroft Phone 239-481-9479
Address 1543 Sautern Dr. City Ft. Meyers State FL Zip 33919

ENTER MY ORDER FOR ONE ☐ Car ☒ Truck or SUV as follows:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2005	GM	Yukon XL	1500 Denali	
ODOMETER	SERIAL NO.	COLOR	STOCK NO.	
51481	1GKFK66U15J109690	white	P2116	
RETAIL SALES PRICE		\$ 29400.00	TOTAL PURCHASE PRICE	
LIVERY & HANDLING		95.00	\$ 30605.50	
X		0.00	DEPOSIT	
.ING		0.00	USED CAR ALLOWANCE \$	
. PLATES		10.50	LESS LIEN \$	
TIONAL EQUIPMENT		1100.00	HELD BY	
GAP PROTECTION		0.00	EQUITY	
			CASH ON DELIVERY	
			TOTAL PAYMENT	
			\$ 30605.50	
REMARKS				
TOTAL PURCHASE PRICE		\$ 30605.50		

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
ODOMETER	SERIAL NO.	TITLE NO.	STOCK NO.		

☒ **SOLD AS IS** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.
Customer's Signature _____

☐ **SOLD WITH WARRANTY** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used.
(Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All prepaurs must be made in our service shop or shops
authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.
Dealer's Signature _____

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The
terms in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I agree to accept delivery April 26th 20 07 S.S. No. _____
Buyer's Signature Peter Reycroft Phone 239-481-9479
Address 1543 Sautern Dr., Ft. Meyers, FL 33919

Salesman [Signature] THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER
Accepted by [Signature] DEALER'S SIGNATURE

aler

Select Automotive Inc.
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date May 23rd 2007

Buyer Theresa A. Weldon Phone 219-763-7969

Address 2231 Austin St. City Portage State IN Zip 46368

ENTER MY ORDER FOR ONE ☒ Car ☐ Truck or _____ as follows:

YEAR	MAKE	MODEL	BODY	LIC. PL.
2004	Chevrolet	Avalanche	1500	
METER	SERIAL NO.	COLOR	STOCK NO.	
31695	3GNEC12T84G256146	RED	P2106A	
SALES PRICE		\$ 21450.00	TOTAL PURCHASE PRICE \$ 22842.50	
DELIVERY & HANDLING		95.00	DEPOSIT 0.00	
		1287.00	USED CAR ALLOWANCE \$ 0.00	
TAX		0.00	LESS LIEN \$ 0.00	
PLATES		10.50	HELD BY	
ADDITIONAL EQUIPMENT		0.00	EQUITY 0.00	
			CASH ON DELIVERY 0.00	
AP PROTECTION		0.00	TOTAL PAYMENT \$ 22842.50	
REMARKS				
TOTAL PURCHASE PRICE		\$ 22842.50		

TRADE IN RECORD

YEAR	MAKE	MODEL	BODY	COLOR	LIC. PL.
METER	SERIAL NO.	TITLE NO.	STOCK NO.		

SOLD AS IS I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

SOLD WITH WARRANTY We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

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We read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The terms in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

Agrees to accept delivery May 23rd 2007 S.S. No. _____
Buyer's Signature Theresa A. Weldon Phone 219-763-7969
Address 2231 Austin St., Portage, IN 46368

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Accepted by _____ DEALER'S SIGNATURE _____

AD SPECIALTIES 260-424-8894 OR 688-424-8894

Stumberg No. 5138

STATE'S
EXHIBIT

9

STATE OF INDIANA) IN ALLEN COUNTY _____ COURT
) SS:
COUNTY OF ALLEN) CAUSE NO. 02C01-0709-PL-106

STATE OF INDIANA,)
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Plaintiff,)
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v.)
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SELECT AUTOMOTIVE, INC.,)
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Defendant.)

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SEP 11 2007

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2. Since at least December 12, 2005, Select Auto sold used motor vehicles to consumers, including but not limited to:

<u>CONSUMER</u>	<u>SALE DATE</u>	<u>VEHICLE ID</u>	<u>AMT PAID</u>
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b) Jeremy Drobeck	4/27/2007	2003 Dodge Grand Caravan 2D4GP54L13R140115	\$12,719.50
c) Doane Hadley	3/23/2007	2005 Chrysler T&C 1C4GP45R55B271012	\$14,505.50
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g) Theresa Weldon	5/23/2007	2004 Chevrolet Avalanche 3GNEC12T84G256146	\$22,842.50

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10. On May 5, 2007, the Defendant provided Clayton Lightfoot with a 21-day affidavit in which the Defendant represented it would deliver title for the 2004 Chevrolet referenced in paragraph 2(d) to Mr. Lightfoot on or before May 26, 2007.

11. On June 3, 2007, the Defendant provided Eugene Prine with a 21-day affidavit in which the Defendant represented it would deliver title for the 2006 Chevrolet referenced in paragraph 2(e) to Mr. Prine on or before July 4, 2007.

12. On April 26, 2007, the Defendant provided Peter Reycroft with a 21-day affidavit in which the Defendant represented it would deliver title for the 2005 GMC referenced in paragraph 2(f) to Mr. Reycroft on or before May 17, 2007.

13. On May 23, 2007, the Defendant provided Theresa Weldon with a 21-day affidavit in which the Defendant represented it would deliver title for the 2004 Chevrolet referenced in paragraph 2(g) to Ms. Weldon on or before June 13, 2007.

14. To date, Select Auto has failed to deliver titles to the consumers listed in paragraph 2.

15. On the dates of sale and dates 21-day affidavits were issued, Select Auto knew or should have known that it could not deliver titles to the consumers identified in paragraph 2.

COUNT I
VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

16. The transactions identified in paragraph 2 are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

17. Defendant is a “supplier” as defined in Ind. Code § 24-5-0.5-2(a)(3).

18. The Defendant’s representations referenced in paragraphs 5, 6, 8, 9, 10, 11, 12, and 13, violate the Indiana Deceptive Consumer Sales Act as follows:

- (a) the Defendant and/or its agents misrepresented warranty of title in violation of Ind. Code §24-5-0.5-3(a)(8);
- (b) the Defendant and/or its agents misrepresented that the Defendant would deliver the consumers’ titles within a stated or reasonable period of time from the date of purchase in violation of Ind. Code §24-5-0.5-3(a)(10).

19. On the dates of sale identified in paragraph 2, Select Auto knew or should have known that they did not possess and could not deliver titles to the respective consumers. Select Auto intentionally or with reckless disregard sold vehicles and continued to sell vehicles without delivering vehicle titles to purchasers.

COUNT II
VIOLATIONS OF TITLE DELIVERY STATUTE

20. Plaintiff realleges paragraphs 1-19.

21. The Defendant’s failure to deliver title to each consumer identified in paragraph 2 violates Ind. Code §9-17-3-3.

COUNT III
INCURABLE DECEPTIVE ACTS

22. Plaintiff realleges paragraphs 1-21.

23. The Defendant intentionally sold vehicles to the consumers identified in paragraph 2, knowing it could not deliver titles as represented.

24. Defendant's representations constitute incurable deceptive acts and are actionable by the Attorney General pursuant to Ind. Code §24-5-0.5-1 *et. seq.*

IRREPARABLE INJURY

25. The misrepresentations set forth above will continue and will cause irreparable injury unless the Defendant is enjoined from engaging in further conduct in violation of Ind. Code §24-5-0.5-1 *et seq.*

RELIEF

Wherefore, Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendant as follows:

- a. A permanent injunction pursuant to Ind. Code §24-5-0.5-4(c)(1), enjoining Select Auto, its agents, representatives, employees, successors, and assigns from:
 - (1) selling motor vehicles without delivering vehicle titles as required by Ind. Code §9-17-3-3;
 - (2) misrepresenting warranty of title in violation of Ind. Code §24-5-0.5-3(a)(8); and,
 - (2) misrepresenting its ability to complete the subject of a consumer transaction within a stated or reasonable period of time in violation of Ind. Code §24-5-0.5-3(a)(10).
- b. Cancellation of contracts pursuant to Ind. Code §24-5-0.5-4(d);
- c. Consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), in the form of a court order directing the Indiana Bureau of Motor Vehicles to issue

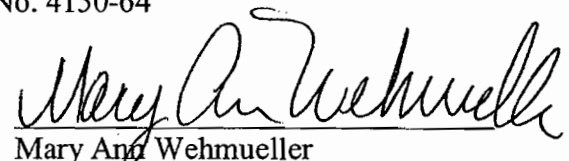
titles for the vehicles identified in paragraph 2 to the specified consumers or their lienholders;

- d. Costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- e. Civil penalties pursuant to Ind. Code §24-5-0.5-4(g) on Count I of the Plaintiff's Complaint for the Defendant's knowing violations of Ind. Code §24-5-0.5-3(a)(8); (a)(10) and Ind. Code §9-17-3-3, in the amount of \$5,000 per violation, payable to the State of Indiana;
- f. Civil penalties pursuant to Ind. Code §24-5-0.5-8 on Count III of the Plaintiff's Complaint for the Defendant's intentional violations of Ind. Code §24-5-0.5-3(a)(8); (a)(10) and Ind. Code §9-17-3-3, in the amount of \$500.00 per violation, payable to the State of Indiana; and
- g. All other proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:



Mary Ann Wehmüller
Deputy Attorney General
Atty. No. 0015251-49A
Office of the Attorney General
Indiana Government Center South
302 W. Washington St., 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3973

Select Automotive Co.
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date May 5th 20 07

Buyer Vivian Davis Phone _____

Address _____ City Woodburn State IN Zip 46797

ORDER MY ORDER FOR ONE ☒ Car ☐ Truck or _____ as follows:

YEAR	MAKE	MODEL	BODY	LIC. N.P.
2004	Buick	Regal	LS	
SERIAL NO.		COLOR		STOCK NO.
20147		white		P2124
MOTOR NO.				
2GAWR52KX41259214				

SALES PRICE	\$ 13800.00	TOTAL PURCHASE PRICE	\$ 14733.50
DEPOSIT	95.00	USED CAR ALLOWANCE \$	0.00
LESS LIEN	828.00		0.00
HELD BY	0.00		0.00
EQUITY	10.50		0.00
CASH ON DELIVERY	0.00		0.00
TOTAL PAYMENT			14733.50

SALES PRICE	\$ 13800.00	TOTAL PURCHASE PRICE	\$ 14733.50
DEPOSIT	95.00	USED CAR ALLOWANCE \$	0.00
LESS LIEN	828.00		0.00
HELD BY	0.00		0.00
EQUITY	10.50		0.00
CASH ON DELIVERY	0.00		0.00
TOTAL PAYMENT			14733.50

YEAR	MAKE	MODEL	BODY	COLOR	LIC. N.P.
SERIAL NO.		TITLE NO.		STOCK NO.	
MOTOR NO.					

SOLD AS IS I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

SOLD WITH WARRANTY We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used.
(Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The information in this order is predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I accept delivery May 5th 20 07 S.S. No. _____

Buyer's Signature _____ Phone _____

SSS _____

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Accepted by Jim Enmons DEALER'S SIGNATURE

Select Automotive I
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date April 27th 2007

Buyer Jeremy M. Drobeck Phone

City Findlay State OH Zip 45840

ORDER MY ORDER FOR ONE ☐ Car ☒ Truck or ☐ Van as follows:

MAKE	MODEL	BODY	LIC. HP.
Dodge	Grand Caravan	ES	
SERIAL NO.	2D4GP54L13R140115	white	P2121
MOTOR NO.	35230		

SALES PRICE	\$ 14900.00	TOTAL PURCHASE PRICE	\$ 15719.50
FEES & HANDLING	95.00	DEPOSIT	0.00
	714.00	USED CAR ALLOWANCE \$	3000.00
	0.00	LESS LIEN \$	0.00
DELIVERY CHARGES	10.50	HELD BY	
OPTIONAL EQUIPMENT	0.00	EQUITY	3000.00
		CASH ON DELIVERY	0.00
WARRANTY PROTECTION	0.00		0.00
		TOTAL PAYMENT	\$ 12719.50

REMARKS

NET PURCHASE PRICE	\$ 15719.50
--------------------	-------------

VEHICLE IN RECORD

MAKE	MODEL	BODY	COLOR	LIC. HP.
Chevrolet	Blazer	LS	Blue	
SERIAL NO.	16GNDT13W9Y2288316	TITLE NO.		STOCK NO.
140822				P2121A

SOLD AS IS

I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature

SOLD WITH WARRANTY

We the dealer warranty this vehicle for after delivery on a retail basis of parts and labor used. (Owner pays and dealer pays of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The terms in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

Buyer to accept delivery April 27th 2007 S.S. No.
Buyer's Signature Jeremy M. Drobeck Phone

DEALER'S SIGNATURE

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Accepted by

DEALER'S SIGNATURE

STATE'S
EXHIBIT
6

Dealer

Select Automotive Inc.
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4000

USED VEHICLE ORDER

7/10
Purchaser LMON VM for ANDY Doane L Hadley Date March 23rd 20 07
Phone _____

Address _____ City Ocotillo State CA Zip 92259

ENTER MY ORDER FOR ONE ☐ Car ☒ Truck or ☐ Van as follows:

YEAR 2005	MAKE Chrysler	MODEL Town & Country	BODY Base	LIC. H.P.
ODOMETER 33494	SERIAL NO. 1C4GP45R55B271012	COLOR white		STOCK NO. P2088

CAR SALES PRICE	\$ 13400.00	TOTAL PURCHASE PRICE	\$ 14505.50
DELIVERY & HANDLING	95.00	DEPOSIT	0.00
TAX	0.00	USED CAR ALLOWANCE \$	0.00
FEILING	0.00	LESS LIEN \$	0.00
LIC. PLATES	10.50	HELD BY	
OPTIONAL EQUIPMENT <i>Delivery</i>	1000.00	EQUITY	0.00
	775.00	CASH ON DELIVERY	0.00
GAP PROTECTION	0.00		0.00
		TOTAL PAYMENT	\$ 14505.50

REMARKS

TOTAL PURCHASE PRICE \$ 14505.50

TRADE IN RECORD

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
ODOMETER	SERIAL NO.	TITLE NO.		STOCK NO.	
	MOTOR NO.				

☐ **SOLD AS IS** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

☒ **SOLD WITH WARRANTY** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used.
(Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops
authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The figures in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I agree to accept delivery March 23rd 20 07 S.S. No. _____

Buyer's Signature _____ Phone _____

Address _____

Salesman Andy THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY _____ Accepted by Jim Emmons

DEALER'S SIGNATURE

aler

Select Automotive Inc.
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date May 5th 2007

Buyer Clayton S. Lightfoot/Rebecca D. Lightfoot Phone _____

Address _____ City Kenneth State MO Zip 63857

ENTER MY ORDER FOR ONE ☐ Car ☒ Truck or SUV as follows:

YEAR	MAKE	MODEL	BODY	LIC. H.P.
2004	Cadillac	Escalade	Base	
SERIAL NO.	MOTOR NO.		COLOR	STOCK NO.
			white	P2106

SALES PRICE	\$ 23911.00	TOTAL PURCHASE PRICE	\$ 24276.00
DELIVERY & HANDLING	95.00	DEPOSIT	0.00
ENGINE	270.00	USED CAR ALLOWANCE \$	19411.00
PLATES	0.00	LESS LIEN \$	23728.08
ADDITIONAL EQUIPMENT	0.00	HELD BY	
WARRANTY PROTECTION	0.00	EQUITY	4317.00
		CASH ON DELIVERY	0.00
		TOTAL PAYMENT	\$ 20593.00

REMARKS

YEAR	MAKE	MODEL	BODY	COLOR	LIC. H.P.
2004	Chevrolet	Avalanche	1500	RED	
SERIAL NO.	TITLE NO.		STOCK NO.		
31508	26CNC12T84G256146		P2106A		

SOLD AS IS

I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

SOLD WITH WARRANTY

We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used. (Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The terms in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I agree to accept delivery May 5th 2007 S.S. No. _____
Buyer's Signature Clayton S. Lightfoot Phone _____

859 _____
Accepted by Kim Emmas DEALER'S SIGNATURE
man Andy Miller

Select Automotive Inc.
4707 North State Rd. , PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date June 3rd 2007

Purchaser Eugene P. Prine Prine Living Trust Phone

Address _____ City Darlington State WI Zip 53530

ENTER MY ORDER FOR ONE _____ ☐ Car ☐ Truck or _____ as follows:

YEAR	MAKE	MODEL	BODY	LIC. N.P.
2006	Chevrolet	Aveo	LS	
ODOMETER		SERIAL NO.	COLOR	STOCK NO.
9678		ISOTOR NO. KL1TD666Y6B679554	burnt orange	P2128

CAR SALES PRICE	\$ 6426 00	TOTAL PURCHASE PRICE	\$ 6917 06
DELIVERY & HANDLING	95 00	DEPOSIT	0 00
TAX	385 56	USED CAR ALLOWANCE \$	0 00
FINING	0 00	LESS LIEN \$	0 00
LIC. PLATES	10 50	HELD BY	
OPTIONAL EQUIPMENT	0 00	EQUITY	0 00
		CASH ON DELIVERY	0 00
GAP PROTECTION	0 00		0 00
		TOTAL PAYMENT	\$ 6917 06

		REMARKS
TOTAL PURCHASE PRICE	\$ 6917.06	

GRADE IN RECORD					
YEAR	MAKE	MODEL	BODY	COLOR	LIC. N.P.
ODOMETER		SERIAL NO.	TITLE NO.		STOCK NO.
		MOTOR NO.			

SOLD AS IS I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

☒ **SOLD WITH WARRANTY** We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used.
(Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops
authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature

or radio.

Manufacturer's Warranty

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The figures in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I agree to accept delivery June 3rd 20 07 SS No

Buyer's Signature *James J. [illegible]* Phone

Address _____

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Salesman Cindy Accepted by Jim Emmons

DEALER'S SIGNATURE _____

TAR AD SPECIALTIES 260-424-8894 OR 888-424-8894

Member No. 5138

STATE'S
EXHIBIT

USED VEHICLE ORDER

STATE'S
EXHIBIT

mberg No. 5138

Select Automotive Inc.
4707 North State Rd. 101, PO 485
Woodburn, In 46797
(260) 632-4094

USED VEHICLE ORDER

Date May 23rd 2007

Purchaser Theresa A. Weldon Phone _____

Address _____ City _____ Portage _____ State IN Zip 46368

ENTER MY ORDER FOR ONE ☒ Car ☐ Truck or _____ as follows:

YEAR 2004	MAKE Chevrolet	MODEL Avalanche	BODY 1500	LIC. N.P.
METER 31695	SERIAL NO. 3GNFC12T84G256146	COLOR RED	STOCK NO. P2106A	

SALES PRICE	\$ 21450.00	TOTAL PURCHASE PRICE	\$ 22842.50
DELIVERY & HANDLING	95.00	DEPOSIT	0.00
	1287.00	USED CAR ALLOWANCE \$	0.00
INSURANCE	0.00	LESS LIEN \$	0.00
PLATES	10.50	HELD BY	
ADDITIONAL EQUIPMENT	0.00	EQUITY	0.00
		CASH ON DELIVERY	0.00
AD PROTECTION	0.00		0.00
		TOTAL PAYMENT	\$ 22842.50

REMARKS

TOTAL PURCHASE PRICE \$ 22842.50

TRADE-IN RECORD

YEAR	MAKE	MODEL	BODY	COLOR	LIC. N.P.
METER	SERIAL NO.	TITLE NO.	STOCK NO.		
	MOTOR NO.				

SOLD AS IS

I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature _____

SOLD WITH WARRANTY

We the dealer warranty this vehicle for _____ after delivery on a _____ retail basis of parts and labor used.
(Owner pays _____ and dealer pays _____ of total retail cost of parts and labor used.) All repairs must be made in our service shop or shops authorized by dealer herein named. We do not warranty tires, battery, glass, clock, heater or radio.

Dealer's Signature _____

The information you see on the window form for this vehicle is part of this contract.
Information on the window form overrides any contrary provision in the contract of sale.

I have read the face of this order, and agree to this purchase contract. I hereby certify that I am 18 years of age or older and acknowledge receipt of a copy of this order. The terms in this order are predicated upon actual correct amount of the lien due on the trade-in motor vehicle.

I agree to accept delivery May 23rd 2007 S.S. No. _____

Buyer's Signature Theresa A. Weldon Phone _____

Address _____

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER

Accepted by _____

DEALER'S SIGNATURE

AD SPECIALTIES 280-424-8894 OR 688-424-8894

STATE'S
EXHIBIT